SERFF Tracking Number: LFCR-125723833 State: Arkansas Filing Company: State Tracking Number: 39538 Minnesota Life Insurance Company

Company Tracking Number: MLE-CNF-LP

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

LTC Guard Product Name:

Project Name/Number:

# Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: LTC Guard SERFF Tr Num: LFCR-125723833 State: ArkansasLH TOI: LTC03I Individual Long Term Care SERFF Status: Closed State Tr Num: 39538

Sub-TOI: LTC03I.001 Qualified Co Tr Num: MLE-CNF-LP State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Harris Shearer

Authors: Smith Darlene, Trudy

Weigel

Date Submitted: 07/08/2008 Disposition Status: Approved-

Closed

Disposition Date: 07/21/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

**Project Name:** Status of Filing in Domicile: Authorized **Project Number:** Date Approved in Domicile: 07/01/2008 Requested Filing Mode: Review & Approval **Domicile Status Comments: Approved** 

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Group Market Size: Group Market Type:

Overall Rate Impact:

Filing Status Changed: 07/21/2008 State Status Changed: 07/21/2008

Corresponding Filing Tracking Number:

Filing Description:

RE: MINNESOTA LIFE INSURANCE COMPANY - NAIC #66168 Long Term Care filing of Arkansas required partnership forms For use with ML7500-P-AR et al Tax-Qualified Policy Forms

Approved October 11, 2006

Deemer Date:

The attached forms, as listed on the attached Form Filing Cover Sheet in Supporting Documentation, are being filed for

SERFF Tracking Number: LFCR-125723833 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 39538

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number:

your review and approval as new forms and are intended for use with the above referenced previously approved individual long term care forms.

The following forms are being filed to comply with Arkansas's adoption of long term care partnership Regulation 94 and revisions to Regulation 13.

Forms MLE-CNF and MLE-CNF-LP, Contingent Benefit Upon Lapse Endorsements provide the required nonforfeiture if the applicant declines the offer of nonforfeiture in the application. Form MLN-LTC, Things You Should Know Before You Buy Long Term Care Insurance will be given to each prospective applicant. Form ML7500-WRK, Personal Worksheet, will be used to determine whether or not long term care insurance is advisable for a prospective applicant. MLN-PRI-LP, Potential Rate Increase Disclosure Form, will be given to all prospective applicants and will advise them that the premiums may be increased in the future. A Sample Suitability Letter is included as required. Form MLE-RED, Lowering Premiums by Reducing Premiums Endorsement, allows the insured to reduce the premium on the policy by reducing the daily or maximum benefit amount.

The following forms are intended to be used in the Arkansas Long Term Care Partnership program as follows. Form MLN-PRT-AR will be given to each prospective applicant applying for a partnership policy in Arkansas and Form MLD-PRT-AR will be attached to each policy that becomes a partnership policy as chosen in the Application and Outline. The certification for the policies, ML7500-P-AR is attached to certify that the policy qualifies as a partnership policies.

The following forms are revised to comply with the revised regulations and replace the original forms. Application Form ML7500-A-1-AR, replacing ML7500A-AR, and Outline ML7500-OC-1-AR replacing ML7500OC-AR, are revised to include the nonforfeiture benefits in the required rate stabilization regulation and include a line and box for each applicant to choose a partnership policy and to show the ages at which inflation protection is required.

# **Company and Contact**

### **Filing Contact Information**

(This filing was made by a third party - LCA01)

Trudy Weigel, Compliance Analyst 2 trudy.weigel@lifecareassurance.com

P.O. Box 4243 (818) 867-2240 [Phone] Woodland Hills, CA 91365-4243 (818) 867-2508[FAX]

**Filing Company Information** 

Minnesota Life Insurance Company CoCode: 66168 State of Domicile: Minnesota

Long Term Care Administrative Office Group Code: 869 Company Type:

SERFF Tracking Number: LFCR-125723833 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 39538

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number: /

P.O. Box 4243

Woodland Hills, CA 91365-4243 Group Name: State ID Number:

(818) 867-2450 ext. [Phone] FEIN Number: 41-0417830

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SERFF Tracking Number: LFCR-125723833 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 39538

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number: /

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes

Fee Explanation: Minnesota Filing Fee \$75.00 per filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Minnesota Life Insurance Company \$75.00 07/08/2008 21289994

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number:

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor (FM)	07/21/2008	07/21/2008

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number: /

# **Disposition**

Disposition Date: 07/21/2008

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number: /

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Cover Sheet	Approved-Closed	Yes
Supporting Document	Issuer Certification Form	Approved-Closed	Yes
Form	Contingent Benefit Uppon Lapse endorsement for Limited Pay Poliey	Approved-Closed	Yes
Form	Potential Rate Increase Disclosure Form	Approved-Closed	Yes
Form	Reduction of Benefits Endorsement	Approved-Closed	Yes
Form	Things You Shoulc Know Before You But Long Term Care Insurance	y Approved-Closed	Yes
Form	Important Information Regarding the Arkansas Long-Term Care Insurance Partnership Program	Approved-Closed	Yes
Form	Important Information Regarding Your Policy's Long-Term Care Insurance Partnership Status	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes
Form	Application for Long Term Care Insurance Policy	eApproved-Closed	Yes

Company Tracking Number: MLE-CNF-LP

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

Product Name: LTC Guard

Project Name/Number: /

# Form Schedule

Lead Form Number: MLE-CNF-LP

Review	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Status	Number	-			Data	•	
		ract/Fraterral		Initial			MLE-CNF- LP.pdf
Approved- Closed	MLN-PRI- LP	Other	Potential Rate Increase Disclosure Form	Initial			MLN-PRI- LP.pdf
Approved- Closed	MLE-RED	-	ו	sInitial			MLE-RED.pdf
Approved- Closed	MLN-LTC	Other	Things You Should Know Before You Buy Long Term Care Insurance	Initial			MLN-LTC.pdf
Approved- Closed	MLN-PRT- AR	Other	Important Information Regarding the Arkansas Long-Term Care Insurance Partnership Program	ı			MLN-PRT- AR.pdf
Approved- Closed	MLD-PRT- AR	Other	Important Information Regarding Your				MLD-PRT- AR.pdf

SERFF Tracking Number: LFCR-125723833 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 39538

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number:

Policy's Long-Term Care Insurance Partnership Status

Approved- ML7500OC Outline of Outline of Coverage Revised Replaced Form #: ML7500OC-1-

Closed -1-AR Coverage ML7500OC-AR AR.pdf

Previous Filing #: SERT-6HBUZ4178

Approved- ML7500A- Application/Application for Long Revised Replaced Form #: ML7500A-1-

Closed 1-AR Enrollment Term Care Insurance ML7500A-AR AR.pdf

Form Policy Previous Filing #: SERT-6HBUZ4178

# CONTINGENT BENEFIT UPON LAPSE ENDORSEMENT

# (Limited Premium Payment Policy)

This endorsement is attached to and made part of your policy as of the Effective Date.

### **Contingent Benefit Upon Lapse**

If we:

- (a) increase the premium rates under your policy, which results in a cumulative increase of the annual premium equal to or exceeding the percentage of your initial annual premium, as set forth in the table below; and
- (b) your policy lapses as described in the Grace Period and Unintentional Lapse provision of your policy within 120 days of the due date for the payment of the increased premium; and
- (c) the ratio of the number of months you have already paid premium is 40% or more than the number of months you originally agreed to pay; then
- (d) the following options will become available under your policy:
  - A. The Benefit Amount shown on the Policy Schedule page of the Policy may be reduced. This may be accomplished by either reduction of the Daily Benefit or Benefit Period, to provide for a Benefit Amount that the current premium payable under the Policy will purchase. Reduction of the Benefit Amount will not be subject to evidence of insurability; or
  - B. The Policy may be converted to a paid-up status and the total lifetime Benefit Amount for your reduced paid up Policy will be determined by multiplying 90% of the lifetime Benefit Amount, available at the time the Policy becomes paid-up, by the ratio of the number of months you have already paid premiums under the Policy, to the number of months you agreed to pay them at time of application. This option may be elected at any time during the 120-day period referenced above. In addition, if the Policy lapses for nonpayment of premium during this 120-day period, this option will automatically be provided under the Policy.

The Daily Benefit Amount shown on the Policy Schedule page of your Policy will also be adjusted by the same ratio described above.

(over)

# **MINNESOTA LIFE**

Minnesota Life Insurance Company
Home Office: St. Paul, MN 55101-2098
Long Term Care Administrative Office
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Woodland Hills, CA 91365-4243
888.505.9817 Tel • 818.887.4595 Fax

If you purchased a Policy with a lifetime Benefit Amount, only the Daily Benefit Amount shown on the Policy Schedule page of the Policy will be adjusted by the applicable ratio.

Triggers for a Substantial Premium Increase				
Issue Age Percent Increase Over Initial Premium				
Under 65	50%			
65-80	30%			
Over 80	10%			

Signed for Minnesota Life Insurance Company, a stock company, at St. Paul, Minnesota on the policy Effective Date.

Secretary

Demir E. Osoluphy

Chairman and Chief Executive Officer

MLE-CNF-LP 02 Page 2

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## LONG TERM CARE INSURANCE POTENTIAL RATE INCREASE DISCLOSURE FORM

- 1. **Premium Rate:** The premium rate that is applicable to you and the coverage you have applied for is shown on the application.
- 2. The premium for the policy and any riders that are issued to you will be shown on the Policy Schedule of your policy. This rate will be in effect unless and until the Company requests a premium rate increase and it is approved by the state in which your policy was issued.
- 3. Rate Schedule Adjustments:

Premium rate or rate schedule adjustments will be effective on the next anniversary date following the date the state approves a rate increase.

### 4. Potential Rate Revisions:

This policy is Guaranteed Renewable. This means that the rates for this product may be increased in the future. Your rates can NOT be increased due to your increasing age or declining health, but your rates may go up based on the experience of all policyholders with a policy similar to yours.

If you receive a premium rate or premium rate schedule increase in the future, you will be notified of the new premium amount and you will be able to exercise at least one of the following options:

- Pay the increased premium and continue your policy in force as is.
- Reduce your policy benefits to a level such that your premiums will not increase. (Subject to state law minimum standards.)
- Exercise your nonforfeiture option if purchased. (This option is available for purchase for an additional premium.)
- Exercise your contingent nonforfeiture option.\* (This option may be available to you if you do not purchase a separate nonforfeiture option.)

### \*Contingent Nonforfeiture

If the premium rate for your policy goes up in the future and you didn't buy a nonforfeiture option you may be eligible for contingent nonforfeiture. Here's how to tell if you are eligible:

You will keep some long term care coverage, if:

- Your premium after the increase exceeds your original premium by the percentage shown (or more) in the following table; and
- You lapse (not pay more premiums) within 120 days of the increase.

The amount of coverage (i.e., new lifetime maximum benefit amount) you will keep will equal the total amount of premiums you've paid since your policy was first issued. If you have already received benefits under the policy, so that the remaining maximum benefit amount is less than the total amount of premiums you've paid, the amount of coverage will be that remaining amount.

Except for this reduced lifetime maximum benefit amount, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Should you choose this Contingent Nonforfeiture option, your policy, with this reduced maximum benefit amount will be considered "paid up" with no further premiums due.

# **Example:**

- You bought the policy at age 65 and paid the \$1,000 annual premium for 10 years, so you have paid a total of \$10,000 in premium.
- In the eleventh year, you receive a rate increase of 50%, or \$500 for a new annual premium of \$1,500, and you decide to lapse the policy (not pay any more premiums).
- Your "paid-up" policy benefits are \$10,000 (provided you have at least \$10,000 of benefits remaining under your policy.)

# **Contingent Nonforfeiture**

Cumulative Premium Increase Over Initial Premium That Qualifies for Contingent Nonforfeiture (Percentage Increase is cumulative from the date of original issue. It does NOT represent a one-time increase)

(Fercentage increase is	cumulative mom the date of or	igiliai issue. It does ino i le	present a one-time increase)
<u>Issue Age</u>	Percent Increase Over Initial Premium	<u>Issue Age</u>	Percent Increase Over Initial Premium
29 and under	200%	70	40%
30-34	190%	71	38%
35-39	170%	72	36%
40-44	150%	73	34%
45-49	130%	74	32%
50-54	110%	75	30%
55-59	90%	76	28%
60	70%	77	26%
61	66%	78	24%
62	62%	79	22%
63	58%	80	20%
64	54%	81	19%
65	50%	82	18%
66	48%	83	17%
67	46%	84	16%
68	44%	85	15%
69	42%		

MLN-PRI-LP 00 Page 2

In addition to the contingent nonforfeiture benefits described above, the following reduced "paid-up" contingent nonforfeiture benefit is an option in all policies that have a fixed or limited premium payment period, even if you selected a nonforfeiture benefit when you bought your policy. If both the reduced "paid up" benefit AND the contingent benefit described above are triggered by the same rate increase, you can choose either of the two benefits.

You are eligible for the reduced "paid up" contingent nonforfeiture benefit when all three conditions shown below are met:

1. The premium you are required to pay after the increase exceeds your original premium by the same percentage or more shown in the chart below;

Triggers for a Substar	Triggers for a Substantial Premium Increase					
Percent Increase Ov						
Issue Age	<b>Initial Premium</b>					
Under 65	50%					
65-80	30%					
Over 80	10%					

- 2. You stop paying your premiums within 120 days of when the premium increase took effect; AND
- 3. The ratio of the number of months you already paid premiums is 40% or more than the number of months you originally agreed to pay.

If you exercise this option your coverage will be converted to reduced "paid-up" status. That means there will be no additional premiums required. Your benefits will change in the following ways:

- a. The total lifetime amount of benefits your reduced paid up policy will provide can be determined by multiplying 90% of the lifetime benefit amount at the time the policy becomes paid up by the ratio of the number of months you already paid premiums to the number of months you agreed to pay them.
- b. The daily benefit amounts you purchased will also be adjusted by the same ratio.

If you purchased lifetime benefits, only the daily benefit amounts you purchased will be adjusted by the applicable ratio.

### **Example:**

- You bought the policy at age 65 with an annual premium payable for 10 years.
- In the sixth year, you receive a rate increase of 35% and you decide to stop paying premiums.
- Because you have already paid 50% of your total premium payments and that is more than the 40% ratio, your "paid-up" policy benefits are .45 (.90 times .50) times the total benefit amount that was in effect when you stopped paying your premiums. If you purchased inflation protection, it will not continue to apply to the benefits in the reduced "paid-up" policy.

MLN-PRI-LP 00 Page 3

# LOWERING PREMIUMS BY REDUCING BENEFITS ENDORSEMENT

This endorsement is attached to and made part of your policy as of the Effective Date.

### LOWERING PREMIUMS BY REDUCING BENEFITS

You have the option to reduce your premiums under your current coverage, subject to benefit availability, by selecting one of the following options:

- 1. reducing the Benefit Amount shown on the Policy Schedule; or
- 2. reducing the Daily Benefit shown on the Policy Schedule.

Demis E. Twlerphy

The premium rate for your reduced coverage will be based upon your age on the date your policy was originally issued and the premium rate in effect on the date the Benefit Amount or Daily Benefit is reduced.

In the event your policy is about to lapse due to nonpayment of premium, we will notify you of the options described above, which will become available to you in order to reduce your coverage. This notice will be sent to you at least 30 days before your policy is cancelled for nonpayment of premium.

Secretary

Chairman and Chief Executive Officer

Chat I Se

# **MINNESOTA LIFE**

MLE-RED

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# Things You Should Know Before You Buy Long-Term Care Insurance

# Long-Term Care Insurance

- A long-term care insurance policy may pay most of the costs for your care in a nursing home. Many policies also pay for care at home or other community settings. Since policies can vary in coverage, you should read this policy and make sure you understand what it covers before you buy it.
- You should **not** buy this insurance policy unless you can afford to pay the premiums every year. Remember that the company can increase premiums in the future.
- The personal worksheet includes questions designed to help you and the company determine whether this policy is suitable for your needs.

# **Medicare**

# Medicaid

- Medicare does not pay for most long-term care.
- Medicaid will generally pay for long-term care if you have very little income and few assets. You probably should **not** buy this policy if you are now eligible for Medicaid.
- Many people become eligible for Medicaid after they have used up their own financial resources by paying for long-term care services.
- When Medicaid pays your spouse's nursing home bills, you are allowed to keep your house and furniture, a living allowance, and some of your joint assets.
- Your choice of long-term care services may be limited if you are receiving Medicaid. To learn more about Medicaid, contact your local or state Medicaid agency.

## **Shopper's Guide**

• Make sure the insurance company or agent gives you a copy of a book called the National Association of Insurance Commissioners' "Shopper's Guide to Long-Term Care Insurance." Read it carefully. If you have decided to apply for long-term care insurance, you have the right to return the policy within 30 days and get back any premium you have paid if you are dissatisfied for any reason or choose not to purchase the policy.

# Counseling

 Free counseling and additional information about long-term care insurance are available through your state's insurance counseling program. Contact your state insurance department or department on aging for more information about the senior health insurance counseling program in your state.

### **Facilities**

• Some long-term care insurance contracts provide for benefit payments in certain facilities only if they are licensed or certified, such as in assisted living centers. However, not all states regulate these facilities in the same way. Also, many people move to a different state from where they purchased their long-term care insurance policy. Read the policy carefully to determine what types of facilities qualify for benefit payments, and to determine that payment for a covered service will be made if you move to a state that has a different licensing scheme for facilities than the one in which you purchased the policy.

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# Important Consumer Information Regarding the Arkansas Long-Term Care Insurance Partnership Program

Some long-term care insurance policies sold in Arkansas may qualify for the Arkansas Long-Term Care Insurance Partnership Program (the Partnership Program). The Partnership Program is a partnership between state government and private insurance companies to assist individuals in planning their long-term care needs. Insurance companies voluntarily agree to participate in the Partnership Program by offering long-term care insurance coverage that meets certain State and Federal requirements. Long-term care insurance policies that qualify as Partnership Policies may protect the policyholder's assets through a feature known as "Asset Disregard" under Arkansas Medicaid program.

Asset Disregard means that an amount of the policyholder's assets equal to the amount of long-term care insurance benefits received under a qualified Partnership Policy will be disregarded for the purpose of determining the insured's eligibility for Medicaid. This generally allows a person to keep assets equal to the insurance benefits received under a qualified Partnership Policy without affecting the person's eligibility for Medicaid. All other Medicaid eligibility criteria will apply. Asset Disregard is not available under a long-term care insurance policy that is not a Partnership Policy. Therefore, you should consider whether Asset Disregard is important to you, and whether a Partnership Policy meets your needs. *The purchase of a Partnership Policy does not automatically qualify you for Medicaid.* 

What are the Requirements for a Partnership Policy. In order for a policy to qualify as a Partnership Policy, it must, among other requirements:

- be issued to an individual after January 1, 2008;
- cover an individual who was an Arkansas resident when coverage first becomes effective under the policy;
- be a tax-qualified policy under Section 7702(B)(b) of the Internal Revenue Code of 1986;
- meet stringent consumer protection standards; and,
- must provide annual inflation protection for ages 75 and younger.

If you apply and are approved for long-term care insurance coverage, Minnesota Life Insurance Company will provide you with written documentation as to whether your policy qualifies as a Partnership Policy.

What Could Disqualify a Policy as a Partnership Policy? Certain types of changes to a Partnership Policy could affect whether such policy continues to be a Partnership Policy. If you purchase a Partnership Policy and later decide to make any changes, you should first consult with Minnesota Life Insurance Company to determine the effect of a proposed change. In addition, if you move to a state that does not maintain a Partnership Program or does not recognize your policy as a Partnership Policy, you would not receive beneficial treatment of your policy under the Medicaid program of that state. The information contained in this disclosure is based on current Arkansas and Federal laws. These laws may be subject to change. Any change in law could reduce or eliminate the beneficial treatment of your policy under Arkansas's Medicaid program.

<u>Additional Information.</u> If you have questions regarding long-term care insurance policies please contact Minnesota Life Insurance Company. If you have questions regarding current laws governing Medicaid eligibility, you should contact the Arkansas Department of Human Services.

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# **Important Information Regarding Your Policy's Long-Term Care Insurance Partnership Status**

This disclosure notice is issued in conjunction with your long-term care policy:

Some long-term care insurance policies sold in Arkansas qualify for the Arkansas Long-Term Care Insurance Partnership Program. Insurance companies voluntarily agree to participate in the Partnership Program by offering long-term care insurance coverage that meets certain State and Federal requirements. Long-term care insurance policies that qualify as Partnership Policies may be entitled to special treatment, and in particular an "Asset Disregard," under Arkansas's Medicaid program.

<u>Asset Disregard</u> means that an amount of the policyholder's assets equal to the amount of long-term care insurance benefits received under a qualified Partnership Policy will be disregarded for the purpose of determining the insured's eligibility for Medicaid. This generally allows a person to keep assets equal to the insurance benefits received under a qualified Partnership Policy without affecting the person's eligibility for Medicaid. All other Medicaid eligibility criteria will apply. Asset Disregard is not available under a long-term care insurance policy that is not a Partnership Policy. **The purchase of a Partnership Policy does not automatically qualify you for Medicaid.** 

<u>Partnership Policy Status.</u> Your long-term care insurance policy is intended to qualify as a Partnership Policy under the Arkansas Long-Term Care Partnership Program as of your Policy's effective date.

What Could Disqualify Your Policy as a Partnership Policy? If you make any changes to your policy, such changes could affect whether your policy continues to be a Partnership Policy. Before you make any changes, you should consult with Minnesota Life Insurance Company to determine the effect of a proposed change. In addition, if you move to a State that does not maintain a Partnership Program or does not recognize your policy as a Partnership Policy, you would not receive beneficial treatment of your policy under the Medicaid program of that State. The information contained in this Notice is based on current State and Federal laws. These laws may be subject to change. Any change in law could reduce or eliminate the beneficial treatment of your policy under Arkansas's Medicaid program.

<u>Additional Information</u>. If you have questions regarding your insurance policy please contact Minnesota Life Insurance Company. If you have questions regarding current laws governing Medicaid eligibility, you should contact the Arkansas Department of Human Services.

This form and all benefit statements received should be kept with your policy.

MLD-PRT-AR 00

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# OUTLINE OF COVERAGE FOR LONG TERM CARE INSURANCE POLICY FORM ML7500P-AR

**NOTICE TO BUYER:** This policy may not cover all of the costs associated with long term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all policy limitations.

**CAUTION:** The issuance of this Long Term Care Insurance Policy is based upon your responses to the questions in your application. A copy of your application is enclosed. If responses are incorrect or untrue, the Company has the right to deny benefits or rescind your policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us at the address shown above.

The policy is an individual policy of insurance.

PURPOSE OF OUTLINE OF COVERAGE - This outline of coverage provides a very brief description of the important features of the policy. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not the insurance contract, but only a summary of coverage. Only the individual policy contains governing contractual provisions. This means that the policy sets forth in detail the rights and obligations of both you and the Company. Therefore, if you purchase this coverage, or any other coverage, it is important that you READ YOUR POLICY CAREFULLY!

FEDERAL TAX CONSEQUENCES - THE POLICY IS INTENDED TO BE A FEDERALLY TAX-QUALIFIED LONG TERM CARE INSURANCE CONTRACT AS DEFINED UNDER SECTION 7702B(b) OF THE INTERNAL REVENUE CODE OF 1986, as amended. In the event that future changes in federal law require the policy to be amended in order to maintain its status as a federally tax-qualified long term care insurance contract, you will be provided with the opportunity to accept or reject any such amendments. You should consult with your attorney, accountant, or tax advisor regarding the tax implications of purchasing this long term care insurance.

TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED - RENEWABILITY: THE POLICY IS GUARANTEED RENEWABLE. This means you have the right, subject to the terms of the policy, to continue the policy as long as you pay your premiums on time. Minnesota Life Insurance Company cannot change any of the terms of the policy on its own, except that, in the future, IT MAY INCREASE THE PREMIUM YOU PAY.

WAIVER OF PREMIUM - Premiums for the policy and attached riders will be waived after you (either insured in the case of joint coverage) have been confined in a nursing care facility or assisted living facility and you satisfy the Payment of Benefits provision. We will return any unearned premium to you on a pro-rata basis. The premium will be waived until you no longer satisfy the Eligibility for the Payment of Benefits provision (because you have recovered and you are no longer confined in a nursing care facility or assisted living facility). Premium payments will then again become due.

For an additional premium payment, an optional Home and Community Based Care Waiver of Premium Rider is also available, as described below.

TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS - Premiums are subject to change. We can only change the premiums for the policy if we change premiums for everyone in your state with the same class. A class includes persons with the same benefits, issue age, and premium rate class at issue. We will give you at least 60 days written notice at your last address shown in our records before we change your premium.

TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED - If you are not satisfied with your policy, you have 30 days to return it to us or our agent for a full refund of any premium you have paid. Upon your death (last of your deaths in the case of joint coverage), we will refund any unearned premium for the policy on a pro-rata basis. We will make this refund within 30 days of our receipt of proof of your death. If you cancel your policy after 30 days, any unearned premium will be refunded to you on a pro-rata basis. If you purchase the optional Full Return of Premium Rider, all of the premiums paid for the policy and riders will be returned to your beneficiary upon your death (last of your deaths in the case of joint coverage).

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE - If you are eligible for Medicare, review the *Guide to Health Insurance for People with Medicare* available from us. Neither Minnesota Life Insurance Company nor its agents represent Medicare, the federal government or any state government.

LONG TERM CARE COVERAGE - Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, Maintenance or Personal Care Services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community or in the home.

The policy provides coverage for Qualified Long Term Care Services in the form of a fixed dollar indemnity benefit for covered nursing care and assisted living expenses and expense incurred benefit for covered care outside of a nursing care facility or an assisted living facility, subject to policy Elimination Periods, limitations or exclusions described below.

### BENEFITS PROVIDED BY THE POLICY

COVERED SERVICES - The policy provides benefits for Qualified Long Term Care Services performed in a nursing care facility or assisted living facility and Maintenance or Personal Care Services performed in an assisted living facility. In addition, benefits are provided for Bed Reservation, Respite Care, Hospice Care and an Alternative Plan of Care. You may select coverage under the policy for Home and Community Based Care, including benefits for home health care, adult day care and Caregiver Training.

ELIMINATION PERIOD - This is the number of days, beginning with the day you satisfy the Eligibility for the Payment of Benefits provision and receive either Nursing Care or Home and Community Based Care (if covered under the policy), as defined in the policy, before we will begin paying benefits. You may choose an Elimination Period of 0, 30, 90 or 180 days. Once you have satisfied the Elimination Period, no future Elimination Period is required. Days may be accumulated under separate claims in order to satisfy the Elimination Period. The Elimination Period applies to each insured individually in the case of joint coverage.

If Home and Community Based Care is selected, a Calendar Day Elimination Period Option is available for an additional premium payment. Under this option, if you receive Nursing Care or Home and Community Based Care at least once during any 7-day period (Sunday through Saturday), 7 calendar days will be credited toward satisfaction of your Elimination Period.

The Elimination Period is not applicable to Caregiver Training or Respite Care Benefits and is waived for the first 90 days of Hospice Care. Use of Caregiver Training, Respite Care and the first 90 days of Hospice Care do not count toward satisfaction of the Elimination Period for any other benefits payable under your policy.

BENEFIT AMOUNT - A Lifetime Benefit Period is available which results in an Unlimited Benefit Amount payable for all benefits under the policy. Alternatively, you may select either a 1,825 Day (5 Year), 1,095 Day (3 Year) or 730 Day (2 Year) Benefit Period. Your Benefit Amount is determined by multiplying the Daily Benefit selected by the number of days of coverage desired. This will result in your Benefit Amount payable for all benefits under the policy. In the case of joint coverage, the policy provides for a separate Benefit Amount for each insured. A Shared Benefit Amount Rider is also available as described below.

COVERAGE OUTSIDE THE UNITED STATES - Benefits are payable for covered services received outside the United States or its territories, or Canada for up to 30 days per calendar year. The benefit payable under the policy will be the Daily Benefit shown on the Policy Schedule. Benefits we pay are subtracted from either the Nursing Care or Home and Community Based Care Benefit Amount.

NURSING CARE - Benefits are payable for Qualified Long Term Care Services (including skilled, intermediate or custodial nursing care) provided to you in a nursing care facility or assisted living facility and Maintenance or Personal Care Services performed in an assisted living facility. The benefit payable under the policy will be the Daily Benefit you select. You may choose a Daily Benefit of up to \$300 per day. Premium rates will vary according to the Daily Benefit you select. Benefits we pay are subtracted from the Benefit Amount for Nursing Care.

BED RESERVATION - This benefit is payable if you are receiving Nursing Care benefits under the policy, you incur a temporary absence from the nursing care facility or assisted living facility and are charged by the facility to reserve your accommodations. The benefit payable will be the Daily Benefit selected. This benefit is payable for a maximum of 60 days per calendar year. Benefits we pay are subtracted from the Benefit Amount for Nursing Care.

HOSPICE CARE - If you are Terminally III benefits are payable for Qualified Long Term Care Services provided to you under a hospice care program. This benefit is not subject to the Elimination Period for the first 90 days. After the first 90 days of Hospice Care, any applicable Elimination Period must be satisfied before we pay additional benefits for Hospice Care.

The benefit payable under the policy will be the Daily Benefit for Nursing Care shown on the Policy Schedule or if covered under your policy, the actual daily Home and Community Based Care charges you incur, up to the Daily Benefit shown on the Policy Schedule. Benefits we pay are subtracted from either the Nursing Care or Home and Community Based Care Benefit Amount.

HOME AND COMMUNITY BASED CARE - This benefit will only be covered under the policy if it is selected by you and shown on the Policy Schedule page of the policy. Benefits are payable for home health care provided through a qualified Home Care Agency or Home Health Caregiver, in a setting other than a hospital, nursing care facility or assisted living facility. Home health care includes professional nursing care by or under the supervision of an RN or other licensed nurse; care by a qualified Home Health Aide; therapeutic care services by or under the supervision of a speech, occupational, physical, or respiratory therapist, licensed or certified under state law, if any; services provided by a registered dietician or homemaker services. Benefits are also payable for adult day care and Caregiver Training.

The benefit payable under the policy will be the actual Home and Community Based Care charges you incur, up to the Daily Benefit you select. Premium rates will vary according to the Daily Benefit you select. Benefits we pay are subtracted from the Benefit Amount for Home and Community Based Care.

CAREGIVER TRAINING - If Home and Community Based Care is covered under the policy, this benefit provides for training by a health care professional to an informal caregiver. The informal caregiver may be an unpaid member of your Family, a friend or neighbor.

The benefit payable under the policy will be the actual Caregiver Training charges incurred, up to a Maximum Lifetime Caregiver Training benefit that is equal to 10 times the Daily Benefit selected for Home and Community Based Care. You need not satisfy the Elimination Period to receive this benefit; however, use of the benefit does not count toward satisfaction of the Elimination Period for any other benefits payable under the policy. Benefits we pay are subtracted from the Benefit Amount for Home and Community Based Care.

RESPITE CARE - Benefits are payable for Qualified Long Term Care Services provided on a short term basis to relieve Family or friends who are the primary caregivers in your residence. Such services may be provided in your home, a nursing care facility, an assisted living facility or through a community based program.

The benefit payable under the policy will be the Daily Benefit selected for Nursing Care or the actual Home and Community Based Care charges incurred (if covered under the policy), up to the Daily Benefit selected for Home and Community Based Care. The Respite Care Benefit is payable for a maximum of 30 days per calendar year. You need not satisfy the Elimination Period to receive this benefit; however, use of the benefit does not count toward satisfaction of the Elimination Period for any other benefits payable under the policy. Benefits we pay are subtracted from the appropriate Benefit Amount.

ALTERNATIVE PLAN OF CARE - If you are Chronically III, an Alternative Plan of Care Benefit is available if agreed to by you, your Licensed Health Care Practitioner and us. The Alternative Plan of Care benefit amount agreed upon, divided by the Daily Benefit selected, equals the number of subsequent days for which we will not pay additional benefits for Home and Community Based Care (if selected) or Nursing Care under the policy. This number of subsequent days will be considered to have been paid by the Alternative Plan of Care benefit amount agreed to. An Alternative Plan of

Care provides for Qualified Long Term Care Services not specifically shown as being available under the policy including: equipment purchases or rentals; permanent or temporary modifications to your residence (such as ramps or rails), or care services not normally covered under the Home and Community Based Care Benefit. The Alternative Plan of Care Benefit is not available for providing Home and Community Based Care benefits on policies providing Nursing Care benefits only. We reserve the right to make the final decision on any request for the Alternative Plan of Care Benefit. Benefits we pay are subtracted from the appropriate Nursing Care or Home and Community Based Care Benefit Amount.

OPTIONAL PERSONAL CARE ADVISOR - An Optional Personal Care Advisor will be available if requested by you, to assist you with questions regarding such matters as: Eligibility for the Payment of Benefits; appropriate level of care; availability of facilities and other care and service resources in your area; or any other questions you may have about a claim for benefits. You may contact your Optional Personal Care Advisor by calling the toll-free number which will be shown on the Policy Schedule page of the policy. You are not required to use these services in order to file a claim, there is no cost to you for their use and no benefits will be deducted from the Benefit Amount.

OPTIONAL CARE COORDINATION - At your request, if you need Optional Care Coordination assistance related to filing a claim, you may call the toll-free number which will be shown on the Policy Schedule page of the policy and we will arrange for a care coordinator to contact you. The care coordinator will be an RN and will: assess and coordinate appropriate care and services; provide assistance in the development of a Plan of Care; if you wish, maintain a continuing role in the arrangement and monitoring of services and assist with necessary claims documentation. You are not required to use these services in order to file a claim, there is no cost to you for their use and no benefits will be deducted from the Benefit Amount.

### **DEFINITIONS**

### **Activities of Daily Living** means:

- 1. **Bathing:** washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- 2. **Continence:** the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- 3. **Dressing:** putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- 4. **Eating:** feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
- 5. **Toileting:** getting to and from the toilet, getting on or off the toilet, and performing associated personal hygiene.
- 6. **Transferring:** moving into or out of bed, a chair or wheelchair.

**Family** means you or your spouse and those related to you or your spouse; including a parent, sibling, child, grandparent or grandchild (including any of their in-laws, step or legally adopted relatives).

**Hands-On Assistance** means the physical assistance of another person without which you would be unable to perform the Activity of Daily Living.

**Home Care Agency** means a hospital, agency, or other provider licensed under state law, if any, to provide Home Health Care.

**Home Health Aide** means a person, other than an RN or nurse, who provides Maintenance or Personal Care Services through a Home Care Agency. A Home Health Aide must be licensed or certified under state law, if any, and acting within the scope of his or her license or certification at the time the treatment or service is performed.

Home Health Caregiver means a person who is approved by us and:

- 1. is independently employed and not associated with a Home Care Agency;
- 2. provides care within the scope of his or her employment in the performance of Qualified Long Term Care Services; and
- 3. is licensed or certified under state law, if any, and acting within the scope of his or her license at the time the treatment or service is performed.

#### **Licensed Health Care Practitioner** means:

- 1. a physician;
- 2. a registered nurse; or
- 3. a licensed social worker.

The Licensed Health Care Practitioner must not be a member of your Family.

**Maintenance or Personal Care Services** means any care provided primarily to give needed assistance to you as a result of your being Chronically III (including protection of your health and safety due to a Severe Cognitive Impairment).

**Plan of Care** means a written plan prescribed by a Licensed Health Care Practitioner developed in consultation with you, based upon an assessment indicating you are Chronically III. The Plan of Care will recommend the necessary services to be performed. In addition, it will specifically identify the frequency and type of care most suitable to meet your needs, as well as the most appropriate providers for such care. The Plan of Care is updated as your needs change.

**Qualified Long Term Care Services** means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and Maintenance or Personal Care Services, which are required by you when you are Chronically Ill and are provided pursuant to a Plan of Care.

**Severe Cognitive Impairment** means your deterioration or loss of your intellectual capacity which requires Substantial Supervision by another person to protect yourself or others from threats to health and safety. It is measured by clinical evidence and standardized tests which reliably measure your impairment in:

- 1. short or long term memory;
- 2. your orientation as to person (such as who you are), place (such as your location) and time (such as day, date and year); and
- 3. deductive or abstract reasoning.

A Severe Cognitive Impairment includes Alzheimer's disease and similar forms of irreversible dementia.

**Single Claim Period** means a claim for benefits under the policy that is not interrupted by a period of 180 consecutive days. If you do not satisfy the Payment of Benefits provision under the policy (because you have recovered and you are not receiving benefits under the policy) for 180 consecutive days or longer, a new Single Claim Period will be established.

**Stand-By Assistance** means the presence of another person within arm's reach of you that is necessary to prevent, by physical intervention, injury to you while you are performing the Activity of Daily Living.

Substantial Assistance means Hands-On or Stand-By Assistance.

**Substantial Supervision** means continual supervision by another person to protect you or others from threats to health or safety (such as may result from wandering) when you have a Severe Cognitive Impairment. Such supervision may include cueing by verbal prompting, gestures, or other similar demonstrations.

**Terminally III** means a medical prognosis given by a physician that the insured's life expectancy is six months or less.

**ELIGIBILITY FOR THE PAYMENT OF BENEFITS -** You will satisfy the Eligibility for the Payment of Benefits provision if you are a Chronically Ill individual, which means that within the previous 12 months you have been certified by a Licensed Health Care Practitioner as: being unable to perform, without Substantial Assistance, at least two Activities of Daily Living for an expected period of at least 90 days due to loss of functional capacity; or having a Severe Cognitive Impairment.

The expected 90-day period for loss of functional capacity does not establish a waiting period beyond any Elimination Period selected before benefits become payable under the policy.

### LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR THE PAYMENT OF BENEFITS

### NON-ELIGIBLE FACILITIES

A nursing care facility does not include a hospital, convalescent home, board and rest home, home for the aged, a residential care facility, domiciliary and retirement care facility, training center, government or veteran facility or any other facility where the patient is not required to pay. An assisted living facility does not include a hospital.

No benefits will be paid under the policy for confinement in:

- 1. non-eligible facilities; or
- 2. a facility that is not licensed or certified (if licensing or certification is required in your state).

### LIMITATIONS AND EXCLUSIONS

No benefits will be paid and the Elimination Period will not be satisfied for any confinement, care, treatment or service(s):

- 1. provided to you by a person in your Family;
- 2. provided outside of the United States or its territories, or Canada, except as described above under Coverage Outside the United States;
- 3. for which you have no financial liability or that is provided at no charge in the absence of insurance;
- 4. provided in facilities operated primarily for the treatment of alcoholism or drug addiction; or
- 5. provided in facilities operated primarily for the treatment of mental or nervous disorders. However, this shall not operate to exclude coverage for loss which results from Alzheimer's or any other demonstrable organic disease such as senile dementia.

### NONDUPLICATION OF BENEFITS

Benefits are not payable under the policy for: (1) expenses incurred for Home and Community Based Care (if covered under the policy) to the extent that such expenses are reimbursable under Medicare or would be so reimbursable but for the application of a deductible or coinsurance amount; or (2) any other state or federal workers' compensation plan, or other governmental program (except Medicaid).

For purposes of satisfying the Elimination Period, days on which you satisfy the Eligibility for the Payment of Benefits provision, but coverage is excluded due to the Nonduplication of Benefits provision, will count toward satisfaction of the Elimination Period.

### PAYMENT OF BENEFITS

While the policy is in force, we will pay benefits if:

- 1. you satisfy the Eligibility for the Payment of Benefits provision;
- 2. you have satisfied any applicable Elimination Period shown on the Policy Schedule page of the policy;
- 3. you receive services covered under the policy pursuant to a Plan of Care;
- 4. you are not receiving any other benefits covered under the policy;
- 5. you have not been paid benefits that exceed the Benefit Amount or if shown on the Policy Schedule page of the policy, the Maximum Benefit Amount With Restoration of Benefits or the Shared Benefit Amount;
- 6. your claim is properly filed according to the requirements described in the policy; and
- 7. your claim is not subject to any limitations or exclusions contained in the policy.

### THE POLICY MAY NOT COVER ALL EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

RELATIONSHIP OF COST OF CARE AND BENEFITS - Because the costs of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. The benefit levels of the basic policy will not increase over time. For an additional premium payment, you may purchase one of the optional Benefit Increase Riders described below.

ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS - Subject to Eligibility for the Payment of Benefits, Payment of Benefits and any limitations or exclusions described above, the policy provides coverage if you are clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses.

### **PREMIUM PAYMENTS**

# PREMIUM PAYMENT OPTIONS

10-YEAR AND 20-YEAR PREMIUM PAYMENT OPTIONS - These options provide that at the end of the premium payment period if each required premium has been paid, the policy will automatically be renewed for the rest of your life with no further premium payments required. During the premium payment period, premiums will be subject to change as described under "TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED" above.

### LONG TERM CARE INSURANCE POLICY

must be selected	IP POLICY is selected bel and will be issued with youst to selected and will be to	our Policy. If you are	age 61-75, either the		
Partnership Policy	□ Non-Partnership P	olicy			
Elimination Period:	□ 0 Days □ 30 I	Days 🗷 90 Days	☐ 180 Days		
Daily Benefit: \$	100.00				
Benefit Period:	☐ Lifetime	□ 1,825 Day	s (5 Years)		
	<b>1</b> ,095 Days (3 Years)	☐ 730 Days	(2 Years)		
The following are the	Annual Premiums for the	coverage you have ap	plied for:		
<b>Comprehensive Cov</b>	erage is Nursing Care pl	us Home and Commu	ınity Based Care (H	CBC)	
					Premium
	e following coverage com	binations:		Φ.	
☐ Nursing Care O	nly			\$ <u></u>	508.60
Comprehensive	with HCBC Indemnity Be	nafit Pidar		<b>»</b> —	300.00
(Form ML7500)		Herit Kidei		\$	
•	with Monthly HCBC Bend	efit Rider (Form ML <i>75</i>	500R-MTH)	Ψ	
•	d Benefit Increase Rider	-	·	\$	
•	lers (select only one) *:		•		
Compound Bene	efit Increase (Form ML750	OOR-CBI)		\$	1,017.20
☐ Simple Benefit	Increase (Form ML7500R-	-SBI)		\$	
Nonforfeiture Rider					
	fit Period Nonforfeiture (F	orm ML7500R-SBN)		\$	534.03
	iders (select only one):				
*	vith Lifetime Benefit Peri	· · · · · · · · · · · · · · · · · · ·		Φ.	
	Benefits (Form ML7500R-I			\$	
	Amount (Form ML7500R-	SBA)		\$	
Additional Benefits:	remium Rider (Form ML7	500P POP)		\$	
	are available with Compr		lv	Φ	
_	of Premium Rider (Form M	_	19.	\$	
	y Coverage Rider (Form M	·		Ψ <u> </u>	
	with Calendar Day Elimi		below)	\$	
Calendar Day E	limination Period Option (	Form MLE-CDE)			
(May be added	if 30, 90 or 180 days hav	e been selected)		\$	
Premium Payment (	Options:   Lifetime				
☐ 20 Year Premiu	=			\$	
10 Year Premiu	m			\$	3,089.75
TOTAL ANNUAL P	REMIUM:			\$	5,149.58

# **ADDITIONAL FEATURES**

MEDICAL UNDERWRITING - Your insurability for the policy will be determined by the answers given in your application and any other authorized medical information we obtain regarding your current state of health.

GRACE PERIOD - Except for the first premium, you will have 31 days after each due date to pay the premium due. The policy remains in force during the Grace Period.

UNINTENTIONAL LAPSE - If your premium is not paid by the 30th day of the Grace Period, we will provide written notice to you and any individuals designated by you to receive notice of nonpayment of premium. Notice will be sent at least 30 days before cancellation of your coverage. If your premium is not paid within 35 days after notice is sent, your policy will lapse for nonpayment of premium.

NONFORFEITURE BENEFITS - If you choose not to select the following optional nonforfeiture rider, a contingent benefit upon lapse will be available if: (1) the policy lapses as described under the Grace Period and Unintentional Lapse provisions of the policy; and (2) the premium rates for the policy are substantially increased. The benefit provided will be in the form of a Shortened Benefit Period as described below.

In addition to the contingent nonforfeiture benefit described above, if you select a limited premium payment option an additional contingent nonforfeiture benefit may also be available in the form of a reduced "paid-up" policy.

## **OPTIONAL RIDERS** (available for an additional premium payment)

SHORTENED BENEFIT PERIOD NONFORFEITURE RIDER - The rider provides a benefit when the policy remains in force for at least 3 years and lapses due to nonpayment of premium. Coverage will continue and benefits will be payable based on the Daily Benefit in effect on the date of lapse. The new Benefit Amount payable under the rider will become equal to the greater of: (1) the total of premiums paid for the policy and all riders; or (2) 30 times the Daily Benefit in effect at the time of lapse. Any benefits we pay after the policy lapses will be subtracted from this new Benefit Amount.

FULL RETURN OF PREMIUM RIDER - If you (both insureds in the case of joint coverage) die while the policy is in force, the total of premiums paid for the policy and any attached riders will be paid to your beneficiary.

HOME AND COMMUNITY BASED CARE INDEMNITY BENEFIT RIDER - The rider will pay the full Daily Benefit selected for Home and Community Based Care (if covered under the policy), regardless of the actual expenses incurred by you. Benefits we pay are subtracted from the Home and Community Based Care Benefit Amount.

HOME AND COMMUNITY BASED CARE WAIVER OF PREMIUM BENEFIT RIDER - The rider will waive premiums for the policy and any attached riders after you (either insured in the case of joint coverage) have selected and are receiving Home and Community Based Care at least once per week and you have satisfied the Payment of Benefits provision under your policy. No further premiums will be due. We will return any unearned premium to you on a pro-rata basis. The premium will be waived until you no longer satisfy the Eligibility for the Payment of Benefits provision (because you have recovered and you are no longer receiving Home and Community Based Care, or you are no longer confined in a nursing care facility or assisted living facility). Premium payments will then again become due.

MONTHLY HOME AND COMMUNITY BASED CARE BENEFIT RIDER - The rider will pay the actual Home and Community Based Care expenses incurred, on a monthly basis during any calendar month, up to the Daily Benefit selected for Home and Community Based Care times the actual number of days in that calendar month. Benefits we pay are subtracted from the Home and Community Based Care Benefit Amount.

HOME AND COMMUNITY BASED CARE FIRST DAY COVERAGE RIDER - The rider will waive any Elimination Period required for Home and Community Based Care Benefits. If you otherwise satisfy the Payment of Benefits provision for Home and Community Based Care, no Elimination Period will be required and benefits will be payable on the first day you are qualified to receive benefits.

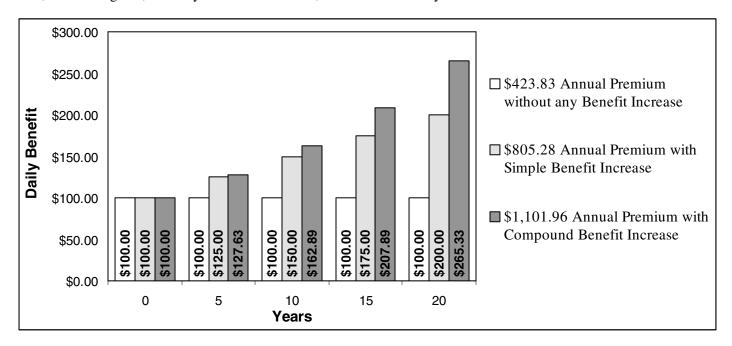
RESTORATION OF BENEFITS RIDER - The rider will restore the Benefit Amount payable under the policy if, claims paid during a Single Claim Period have not exceeded the Benefit Amount, the policy remains in force and for a period of 180 consecutive days, you do not satisfy the Eligibility for the Payment of Benefits provision under the policy (because you have recovered and you are not receiving any benefits). We will restore benefits up to a Maximum Benefit Amount of twice the Benefit Amount selected. In the case of joint coverage, if only one of you has exhausted the Maximum Benefit Amount with Restoration of Benefits, coverage will continue for the remaining insured.

SHARED BENEFIT AMOUNT RIDER - The rider provides a jointly Shared Benefit Amount in the event either or both joint insureds exhaust the Nursing Care or, if selected, the Home and Community Based Care Benefit Amount under the policy. The Shared Benefit Amount will be equal to the Benefit Amount shown on the Policy Schedule. Benefits we pay are subtracted from the Shared Benefit Amount.

BENEFIT INCREASE RIDERS - These riders provide that on each policy anniversary, we will increase the Daily Benefit and Benefit Amount payable under the policy, as well as any applicable Maximum Lifetime Caregiver Training,

Maximum Benefit Amount with Restoration of Benefits or Shared Benefit Amount benefits. The Simple Benefit Increase Rider increases the Daily Benefit by 5% of the dollar amount originally issued. The remaining Benefit Amount is increased by the same proportion as the Daily Benefit. The Compound Benefit Increase Rider increases the Daily Benefit by 5% of the previous year's dollar amount. The remaining Benefit Amount is also increased by 5%. Under both riders, the Daily Benefit and Benefit Amount will continue to increase annually while you are receiving benefits under the policy.

The following graph compares the benefits and premiums between a policy with the Simple Benefit Increase Rider, a policy with the Compound Benefit Increase Rider and a policy without either rider. For purposes of illustration, the sample shown is for a policy with a 1,095-day (3-year) Benefit Period for Nursing Care and Home and Community Based Care, issued at age 55, a 90-day Elimination Period, and a \$100.00 Daily Benefit.



John Q. Porter
Agent
321 Main Street
Address
Anytown, ST 12345-1234
(555) 555-1515
Phone Number

CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG TERM CARE INSURANCE POLICY.

Minnesota Life Insurance Company Home Office: St. Paul, MN 55101-2098 Long Term Care Administrative Office P.O. Box 4243 Woodland Hills, CA 91365-4243

888.505.9817 Tel • 818.887.4595 Fax

APPLICATION FOR LONG TERM CARE INSURANCE POLICY

ML7500A-1-AR (PLEASE PRINT)

	Applicant (First Name, Middl	e Initial, Las	t Name)	Sex	Birthplace (City, State)
tion	John Doe			ДМ□Г	Anytown, ST
me	Social Security Number Height V		Weight	Birthdate	Age as of Nearest Birthday
for	123-45-6789	6.0	180	1-1-53	55
. In	Residence Address (Street, Ci	ty, State, Zip		Phone	
icant	123 Main St., Anytown,	ST 1234:	5-1234		Work: (555) 555-1212 Home: (555) 555-1212
lde	Billing Address - If different (	Name, Stree	t, City, State, Zip)		Cell/Other: (555) 555-1212
A					Acceptable times to call:  Day  Evening  Sat/Sun
					Day - Evening - SavSun

cant	123 Main St., Anytown, ST 12345-1234							Work: (555) 555-1212 Home: (555) 555-1212		
Applicant	Billing Address - If different (Name, Street, City, State, Zip)							Cell/Other: (555) 555-1212  Acceptable times to call:  ☑ Day ☐ Evening ☐ Sat/Sun		
	1. D	urin	g tl	he past 24 mo	onths, have yo	u:				
	Yes	No								
		<b>X</b>	a)	needed assi	istance or super	vision with dressin	ng, eating	, bat	hing	, toileting, transferring, or walking?
		<b>X</b>	b)	used a whe	elchair, walker	, brace or cane?				
		X)	c)	, ,		eceived kidney dial	-	_		
		<b>X</b>	d)			services, physical				<del>-</del> -
		<b>X</b>	e)	_		fusion, forgetfulnes		-		?
			f)			nting, weakness or		_		
		<b>X</b>	g)	•	•	ble gait, paralysis o				
		<b>X</b>	h)	been confir	ned to a nursing	facility, assisted li	iving faci	lity,	or h	ome for the aged?
	2. D	urin	g tl	he past 10 yea	ars, have you	been medically dia	ignosed v	with	or t	reated for:
		No					Yes			
			a)	-	ositive HIV star					Hepatitis C?
		•	b)		s Disease or de				e)	Multiple Sclerosis?
uS		<b>X</b>	c)	Amyotroph	nic Lateral Scle	rosis?		<b>X</b>	f)	Parkinson's Disease or Parkinsonism?
nealth Questions	3. D	urin	g tl	he past 10 yea	ars, have you	been medically ad	vised or	treat	ted f	or:
3	Yes	No					Yes	No		
3		<b>X</b>	a)	high blood p	oressure?			<b>X</b>	i)	seizures or other neurological disorder?
		<b>X</b>	b)	heart disord	er?			<b>X</b>	j)	alcohol or drug dependency or abuse?
Ę,		<b>X</b>	c)	circulatory of	disorder?			<b>X</b>	k)	arthritis or osteoporosis?
			d)	diabetes?				<b>X</b>	1)	depression or other psychiatric disorder?
		<b>X</b>	e)		or other chron	ic lung		<b>X</b>	m)	breast, prostate or other genito-urinary
				disorder?						disorder?
					rnal or melanoi	na?		<b>X</b>	n)	glaucoma or macular degeneration?
			-	stroke?				<b>X</b>	o)	liver disease or disorder?
		<b>X</b>	h)	TIA (transie	ent ischemic att	ack)?				
	If yo	u an	SW	ered "Yes" to	any of Quest	ions 1-3, provide f	ull detail	ls be	low:	:
	Que	es. N	0.	Date From	Date To	Describe Condi	tion and	Trea	tmer	nt Name of Physician or Care Facility
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pı		ed on page 4:	·			·
	143	Main St.,	Anytown, ST	12345-1234		
		seen:	7-1-07	Reason for visit: Check	•	
		the names of a may be provide	_	s consulted within the last 2 ye	ears (other than your P	CP). Additional
		hone number	Specialty	Reason for visit	Medication / trea	tment prescribed
1,46			Specialty	Troubon for visio		various prosorriose
	_	the past 12 mo	onths have you:			
Yes		) smoked ciga	rattas?			
			ability benefits? If "Y	es." details:		
	•			,		
	<b>Q</b>	e) been advised	I to have any surgery	that has not yet been performed	? If "Yes," details:	
	(7)	1 1 1	11 3	C 1' ''	1 3 3 44	2
	<b>Q</b> d	l) been decline If "Yes," deta		y for a policy providing nursing	nome or home health car	e coverage?
	<b>Z</b> I e		-	"Yes," list all medications:		
_ ′	_ `	) taken presen	priori medication. If	1 cs, list all incalcations.		
Yes	No					
	<b>Ç</b> ) 7	. Due to any	mental or physical d	isability that you now have or	have had in the past, is	any person or
_ ′	-	-		your behalf? Additional details	_ :	
	<b>Z</b> ) 8	R Are vou act	ively at work? If "V	es," hours per week:		
_ /		-	•	<u> </u>		
	9	Occupation		If retired, date	of retirement:	
	10	). With whom	do you currently liv	re? 🛭 Spouse 🗖 Family	☐ Alone ☐ Other:	
	11	. Type of resi	dence? 🗸 House	or Condo 🚨 Apartment 🚨 Re	tirement Community	Other
Yes	No					
	<b>Q</b> 12	2. Are you cov	ered by Medicaid? (	This does not mean Medicare	)	
	<b>Q</b> 13			or application with this or an		
				ling a health care service cont	ract or health maintena	nce
	<b>⊘</b> i 1⁄	organizatio		care insurance policy or certi	ficate in fance during th	
/	<b>~</b> → 1.		12) months?	care insurance poncy of certi-	neate in force during th	ie
			y lapsed, when did i	t lapse?		
	<b>Q</b> 15	_	· ·	your long term care, medical o	or health insurance cove	erage
		with this po	•			
If you	answe	ered "Yes" to a		provide full details below and co		
Ques	. No.	Company	Issue Date	e Type of Policy	Daily Benefit	Renewal Date

				COMPLET	E THIS P	PAGI	E FOR JOIN	T C	COV	ERA	AGE	APPLICANT ONLY
0U	Appli	icant	(Fir	st Name, Middle	Initial, Last	Nam	e)		Sex			Birthplace (City, State)
Applicant Information	N	1ary	Do	e					□ 1	M Д	F	Anytown, ST
0rr	Social Security Number Height Weight				eight		Birtl	ndate	;	Age as of Nearest Birthday		
Ш	234-56-7891 5.5°					130 lbs.		1	1-1-5	58	50	
ant	Phone										Relationship to Primary Applicant	
	Work: (555) 555-1212 Home: (555) 555-1212											Wife
\pp	Work: (555) 555-1212 Home: (555) 555-1212 Cell/Other: (555) 555-1212											
,	Acceptable times to call:											
				Evening  Sa								
		Ourir 8 No	_	e past 24 montl	hs, have you	ı <b>:</b>						
		, 140 <b>Z</b> I		needed assista	nce or superv	vision	with dressing, e	eating	z. bat	hing.	toileti	ing, transferring, or walking?
		χ.		used a wheelch	_		_		5,	6,		
		<b>X</b>	c)				d kidney dialysi		•			
	<b>-</b>	X)	d)				es, physical or o					erapy?
		X) X)	e) f)	-			, forgetfulness or weakness or chr		-		<i>?</i>	
	ם כ	بہ انگ	g)	-		_	t, paralysis or lo		_			
		$\overline{\chi}$	h)	_	-	_	ty, assisted livin				ome fo	or the aged?
	2. D	Ourir	ng th	e past 10 years,	_			_	-			
		No	_		•		,		No No			
		<b>X</b>		AIDS or positi							-	titis C?
	<b>-</b>	X)		Alzheimer's Di			1?			e)		ple Sclerosis?
Health Questions		<b>X</b>	c)	• •						f)		nson's Disease or Parkinsonism?
stic			_	e past 10 years,	, have you b	een n	nedically advise				or:	
me	Yes	s No ∡⊒		high blood pre	ecure?			Y es	s No ∡⊔		ceizu	res or other neurological disorder?
l l	) (			heart disorder?						j)		ol or drug dependency or abuse?
alt		Z)	c)							k)		tis or osteoporosis?
H		<b>X</b>	d)	diabetes?					<b>X</b>	1)	depre	ession or other psychiatric disorder?
		<b>X</b>	e)	emphysema or	other chroni	ic lun	g		<b>X</b>	m)		t, prostate or other genito-urinary
		<b>17</b> )	£,	disorder?	.1			_	1771	\	disor	
	ם כ	X) X)	f) g)	cancer; interna stroke?	u or meianon	na?			X) X)	n)		oma or macular degeneration? disease or disorder?
	) _	Z	h)		ischemic atta	ack)?		_	~	0)	nver	discuse of disorder.
	If vo	ou ai	1SW6	ered "Yes" to a				deta	ils be	elow:		
		ies. N			Date To		escribe Conditio					Name of Physician or Care Facility

				COMPLE	יועוו	IIS PAGE	FUK	JOINT COVER	AGE A	APPLICANI O	NLI
	4.	Prov	ide	the name, add	lress aı	nd phone num	nber of	f your primary care	physicia	n (PCP). Addition	al details may be
		prov	ide	d on page 4:		-					•
		j	. D	octor							
		1	45	Main St.,	Anyt	own, ST	1234	5-1234			
	_]	Date 1	ast s	een:	7-1-0	77	Reas	on for visit: Ch	eck-up		
	Date last seen: 7-1-07 Reason for visit: Check-up  5. Provide the names of all medical specialists consulted within the last 2 years (other than your PCP). Add								PCP). Additional		
nec				nay be provide	ed on p	age 4:				T	
H H		Name	/ Pł	one number	5	Specialty		Reason for visit		Medication / tre	atment prescribed
Health Questions (continued)											
)) s											
OU											
est			_	the past 12 mo	nths h	ave you:					
Ĕ,		es No									
<u> </u>				smoked cigare							
न द्रु		X)	b)	received disab	bility be	enefits? If "Ye	es," deta	ails:			
Ħ											
		X)	c)	been advised	to have	any surgery t	hat has	not yet been perform	ed? If "Y	Yes," details:	
		1775	•						-		
	ч	Ļ	d)		•	other company	for a p	policy providing nursing	ng home	e or home health car	e coverage?
	_	1771	,	If "Yes," deta		1' 4' 0.10"	37 !! 1				
		X,	e)	taken prescrip	otion m	edication? If	Yes, 1	ist all medications:			
		• •									
<u> </u>	Ye	es No									
nation	Ye			-				ty that you now have			
ormation				-				ty that you now have ehalf? Additional de			
Information		<b>Æ</b>	7.	institution a	uthori	zed to act on	your b	ehalf? Additional de	etails ma	y be provided on p	page 4.
al Information		<b>Æ</b>	7. 8.	institution a  Are you acti	uthoriz	zed to act on y	your be	ehalf? Additional de ours per week:	etails ma	y be provided on p	page 4.
ional Information		<b>Æ</b>	7. 8.	institution a	uthoriz	zed to act on	your be	ehalf? Additional de ours per week:	etails ma	y be provided on p	page 4.
		<b>Æ</b>	7. 8. 9.	institution a  Are you acti  Occupation:	uthoriz	zed to act on y	your befes," ho	ehalf? Additional de ours per week:	tails ma	y be provided on p	page 4.
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	0	Z) Z)	7. 8. 9. 10. 11.	institution a  Are you acti  Occupation:	ively at :	zed to act on y work? If "Yo	your bo	ehalf? Additional de ours per week: If retired, d	late of r	retirement:  Alone • Other:	page 4.
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rmation About Your Insurance Coverage Additional Information	Ye	es No	10. 11. 12. 13. 14.	institution a Are you acti Occupation: With whom Type of resi Are you cov Do you have long term ca organization Did you hav last twelve ( If that policy Do you interwith this polered "Yes" to a	do you dence? ered by a polition contrive anoth 12) mo y lapse nd to re licy? any of	work? If "You currently live	your bees," howeve? **X or Con  (This deer or application of the care in the c	ehalf? Additional de ours per week:  If retired, do l Spouse	late of r ly  Retirem are) any other	retirement:  Alone Other: ment Community or health mainten the in force during the complete required	Oding ance he verage
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	age <b>60 or younger</b> , the Compound Benefit Increase Rider must ge <b>61-75</b> , either the Compound or Simple Benefit Increase Rider				
must be selected and will be issued with your policy.  □ Partnership Policy □ Non-Partnership Policy Comprehensive coverage is Nursing Care plus Home and Community Based Care (HCBC)  Select only one of the following coverage combinations: □ Nursing Care Only □ Comprehensive □ Comprehensive with HCBC Indemnity Benefit Rider □ Comprehensive with Monthly HCBC Benefit Rider (The Compound Benefit Increase Rider must also be selected)  Elimination Period: □ 0 Days □ 30 Days □ 30 Days □ 180 Days □ 180 Days □ 180 Days	* Please refer to Partnership Policy requirements above.  Benefit Increase Riders (select only one):  Compound Benefit Increase  Simple Benefit Increase  Simple Benefit Rider:  Shortened Benefit Period Nonforfeiture  Benefit Extension Riders (select only one):  (Not available with Lifetime Benefit Period)  Restoration of Benefits  Shared Benefit Amount  Additional Benefits:  Full Return of Premium Rider  The following are available with Comprehensive coverage only:  HCBC Waiver of Premium Rider  HCBC First Day Coverage Rider (not available with				
☐ Lifetime ☐ 1,825 Days (5 Years) ☐ 1,095 Days (3 Years) ☐ 730 Days (2 Years)	Calendar Day Elimination Period Option below)  Calendar Day Elimination Period Option (May be added if 30, 90 or 180 days have been selected)				
IF INFLATION PROTECTION OR NONFORFEITURE BENEFITS ARE NOT SELECTED YOU MUST INITIAL IN BOXES BELOW:  * See Benefit Increase Rider requirements related to Partnership Policies above.  * REJECTION* OF BENEFIT INCREASE RIDERS - I have reviewed the Outline of Coverage and the graph that compares the benefits and premiums of this policy with and without the Benefit Increase Riders and I have chosen to reject these riders.  Initial here:    Primary   Joint   Applicant   Appli					
Primary Applicant Rate Class:  ☐ Preferred Select ☐ Preferred ☐ Standard  Joint Applicant Rate Class: ☐ Preferred Select ☐ Preferred ☐ Standard  Payment Mode (select only one): ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly Automatic Payment Plan ☐ List Billing (select mode as shown below): ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Approved Employer or Association Group? ☐ Yes ☐ No If "Yes," Group Identification Code on Paid with Application Beneficia	·				
	must be selected and will be issued with your policy.    Partnership Policy				

		d that I have the right to designat	-	er than myself to receiv	ve notice of lapse or termination of					
je	this long term care insurance policy for nonpayment of premium. I understand that notice will not be given until 30 days after a premium is due and unpaid. <b>Check applicable box:</b>									
sde	-	NOT to designate any person to								
nal L		nate the following person to rece		llation of my policy for	nonpayment of premium:					
Unintentional Lapse	Name: P	Paul Doe		Telephone Number:	(555) 555-1414					
ninte										
$\mathbf{U}_{\mathbf{I}}$	Address:	123 First St. Street	Anytown City	State	12345-1234 e Zip Code					
		p: <i>Brother</i>			•					
			ADDITIONAL D	ETAILS						
		additional details for any "yes" a details pertain to <b>Primary</b> or <b>Jo</b> i	-	4 and 5. Include the que	estion number and indicate					
S		•	••							
etai										
al D										
Additional Details										
ddii										
$\mathbf{A}$										
	AGREEME	ENT - The answers given are c	omplete and true to the	hest of my knowledge	e and belief. I understand that the					
	Company wi	ill rely on my written answers to	the questions in this app	plication and that if my	answers are not complete and true. r or alter the terms of the proposed					
	ACKNOWI Disclosure F		-	•	per's Guide, Potential Rate Increase on Practices) and Notice of Privacy					
ts	Practices.		4							
men		the applicant and if applicable, If your answers on this appli			der this application. Life Insurance Company has the					
tate		y benefits or rescind your police			<b>-</b>					
Applicant Statements		~ -			or benefit or knowingly presents oject to fines and confinement in					
ppli	prison									
A	Signed at:		Anytown, ST City, State		<u></u>					
			City, State							
		<b>x</b>	John Doe		1-1-08					
		A	pplicant's Signature		Date					
		×	Mary Doe		1-1-08					

Date

Joint Applicant's Signature

					ENT'S STATEMI		
	1			u know the Applicant			
				ell for years		Met very recently	
			Known slig	ghtly for years		Relative?	
Yes N							
	2 2						ce any long term care,
				h insurance in force w	•		
	21	. List a	any other he	ealth insurance policie	es that you have s	sold to the applicant(s	<b>):</b>
		(i) W	Vhich of the p	policies listed above ar	e still in force, if a	any?	
		(ii) W	Which of the p	policies listed above so	old in the past five	(5) years are no longer	in force, if any?
<b>A</b>	<b>]</b> 3			applicant(s) all the qu	estions face to fa	ce and witness their s	ignature(s)?
<b></b>	_		o," provide d				
<b>A</b>	_ 4	-					closures, including the Notice ice of Privacy Practices?
		01 111	surunce iiii	ormanon ractices, th	ic 14110 Shopper	is Suide and the 140t	ice of Firence Fractices.
-	-					•	ly recorded in the application,
	-		_			•	ine of Coverage, the required en to the applicant(s). I have
					•	_	of the type and amount applied
				_		_	e reviewed the current health
insuran	ice co	verage	of the applic	cant(s) and find that this	s replacement is a	ppropriate for the need	s of the applicant(s).
			John Q.	Porter	x	Tohn O	Porter
		Licens		ame (please print)	<u> </u>		ent's Signature
						100 Split %	
(5	<i>55)</i>	555-		Ident. Code			
	Age	ent Phon	1515		<u></u>	<i>567</i> 8	1-1-08
			<u>1515</u> e	Ident. Code (555) 555-147 Agent Fax	<u> </u>	5678 Agency Number	<u>1-1-08</u> Date
		Secon			<u></u>		

Company Tracking Number: MLE-CNF-LP

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

Product Name: LTC Guard

Project Name/Number: /

# **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: LFCR-125723833 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 39538

Company Tracking Number: MLE-CNF-LP

TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified

Product Name: LTC Guard

Project Name/Number:

# **Supporting Document Schedules**

Review Status:

Satisfied -Name: Certification/Notice Approved-Closed 07/21/2008

Comments: Attachment:

AR CERTIFICATION OF COMPLIANCE.pdf

Review Status:

Bypassed -Name: Application Approved-Closed 07/21/2008

Bypass Reason: See Form Schedule Comments:

Review Status:

Bypassed -Name: Outline of Coverage Approved-Closed 07/21/2008

Bypass Reason: See Form Schedule

Bypass Reason: See Form Schedule Comments:

Review Status:

Satisfied -Name: Cover Sheet Approved-Closed 07/21/2008

Comments:
Attachment:
AR ML7500 updates Cover Sheet.pdf

Review Status:

Satisfied -Name: Issuer Certification Form Approved-Closed 07/21/2008

Comments:
Attachment:

AR Partnership Issuer Certification.pdf

# **CERTIFICATION OF COMPLIANCE**

Insurer:		
comply wi	oany has reviewed the enclosed policy form(s) th the provision of Regulation 19 as well as all a sas Department of Insurance.	•
Signature:		_
Name: _		
Title:		
Date:		

### FORM FILING COVER SHEET - AR

# RATE STABILIZATION AND PARTNERSHIP FORMS

# POLICY FORMS FILED FOR USE AS QUALIFIED TAX STATUS:

### Rate Stabilization forms:

MLE-CNF-LP Contingent Benefit Upon Lapse Endorsement for Limited Pay Policy

MLN-PRI-LP Potential Rate Increase Disclosure Form

MLE-RED Reduction of Benefits Endorsement

MLN-LTC Things You Should Know before You Buy Long Term Care Insurance

Partnership forms:

MLN-PRT-AR Partnership Program Notice

MLD-PRT-AR Important Notice Regarding Your Policy's Long-Term Care Insurance Partnership

Status

Revised Forms:

ML7500OC-1-AR Outline of Coverage revised and replacing ML7500OC-GA

ML7500A-1-AR Application for Long Term Care revised and replacing ML7500-A-GA

# APPENDIX C ISSUER CERTIFICATION FORM

(relating to Qualified State Long-Term Care Insurance Partnership)

In order to provide the Insurance Commissioner with information necessary to provide a certification for policies, this Issuer Certification Form requires information and a certification from issuers of long-term care insurance policies with respect to policy forms that may be covered under the Qualified Partnership of the State.

An insurance company may request certification of policies from time to time and, accordingly, may supplement this issuer certification form, *e.g.*, as it introduces new long-term care insurance policy forms for issuance.

I.	GENE	ERAL INFORMATION						
	<b>A.</b>	Name, address and telephone number of issuer:						
	В.	Name, address, telephone number, and email address (if available) of an employee of issuer who will be the contact person for information relating to this form:						
	C.	Policy form number(s) (or other identifying information, such as certificate series) for policies covered by this Issuer Certification Form (expand the space below as required):						
Specim	_	es of each of the above policy forms, including any riders and endorsements, shall be provided upon						
II. CE	RTIFIC	ATIONS						
В.	Arkansa I hereby care ins policies long-ter I hereby	y certify that the policy forms listed above are in compliance with Rule 13 and Rule 94 and all other as statutes and rules regarding long-term care insurance.  y certify to the best of my knowledge and belief that all producers who sell, solicit or negotiate long-term turance products on {insert issuer name's} behalf have received the training required for Partnership and that they demonstrate an understanding of the policies and their relationship to public and private rm care coverage.  y certify that the answers, accompanying documents, and other information set forth herein are, to the best mowledge and belief, true, correct, and complete.						
Date		Name and title of officer of the Issuer						

Signature of officer of the Issuer